

| | | | | |
|---|---|--|--|------------------------------|
| SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | 1. SOLICITATION NO. W911XK-08-R-0011-0001 | 2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED 30-Sep-2008 | PAGE OF PAGES 1 OF 40 |
| IMPORTANT - The "offer" section on the reverse must be fully completed by offeror. | | | | |
| 4. CONTRACT NO. W911XK-08-C-0033 | 5. REQUISITION/PURCHASE REQUEST NO. W56MES81965243 | | 6. PROJECT NO. | |
| 7. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED 477 MICHIGAN AVE. DETROIT MI 48226 TEL: (313) 226-5148 FAX: (313) 226-2209 | | CODE W911XK | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold;">See Item 7</div> TEL: FAX: | |
| 9. FOR INFORMATION CALL: | A. NAME THOMAS O MCKAY | | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 313 226-6433 | |
| SOLICITATION | | | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | |
| 10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> FY08 Design/Build for Sanitary Sewer and Water Line Replacement at Cliff and Ridge Streets, Negaunee, MI. This project is a complete 8(a) program set-aside. NAICS Code: 237110. Small Business Size Standard: \$31,000,000.00. Estimated cost range is \$250,000 to \$500,000. | | | | |
| 11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>254</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i> | | | | |
| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO | | | 12B. CALENDAR DAYS | |
| 13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> <i>(hour)</i> local time <u>04 Sep 2008</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected. | | | | |

| SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i> | | | | | | | | | | |
|---|--|---|------------------|-------------|--|--|--|--|------------------------|--|
| OFFER (Must be fully completed by offeror) | | | | | | | | | | |
| 14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> INDUSTRIAL MAINTENANCE SERVICES INC 1920 20TH AVENUE NORTH ESCANABA MI 49894 | | | | | 15. TELEPHONE NO. <i>(Include area code)</i> (906) 789-9021 | | | | | |
| CODE 1QPH2 | | | | | 16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14 | | | | | |
| | | | | | | | | | | |
| 17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i> | | | | | | | | | | |
| AMOUNTS | | SEE SCHEDULE OF PRICES | | | | | | | | |
| 18. The offeror agrees to furnish any required performance and payment bonds. | | | | | | | | | | |
| 19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i> | | | | | | | | | | |
| AMENDMENT NO. | | | | | | | | | | |
| DATE | | | | | | | | | | |
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i> | | | | | 20B. SIGNATURE | | | | 20C. OFFER DATE | |
| AWARD (To be completed by Government) | | | | | | | | | | |
| 21. ITEMS ACCEPTED: <div style="font-size: 1.5em; font-weight: bold; margin-top: 10px;">SEE SCHEDULE</div> | | | | | | | | | | |
| 22. AMOUNT \$447,767.00 | | 23. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | | | | |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> | | | | ITEM | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) (5) <input type="checkbox"/> 41 U.S.C. 253(c) () | | | | | |
| 26. ADMINISTERED BY | | | | CODE | 27. PAYMENT WILL BE MADE BY: | | | | | |
| See Item 7 | | | | CODE | 964145 USACE FINANCE & ACCOUNTING CENTER 5722 INTEGRITY AVENUE MILLINGTON TN 38054 | | | | | |
| | | | | | | | | | | |
| CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE | | | | | | | | | | |
| <input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return 1 copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. REF: | | | | | <input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. | | | | | |
| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i> | | | | | 31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> MARILYN R HILL / Added by SUMI | | | | | |
| 30B. SIGNATURE | | | 30C. DATE | | TEL: (313) 226-5148 EMAIL: marilyn.r.hill@lre.usace.army.mil | | | | | |
| 31B. UNITED STATES OF AMERICA BY <i>Marilyn R Hill</i> | | | | | 31C. AWARD DATE 30-Sep-2008 | | | | | |

Section 00010 - Solicitation Contract Form

CHANGES TO THE SPECIFICATIONS

Section 01 02 10, Project Description and Design Requirement

ADD TO: Paragraph 1.1.1, Scope of Work, Subparagraph entitled: Cliff Street: (Option 1)

Asphalt pavement restoration, including base course, on Cliff Street shall be as replaced only as needed in the vicinity of the sewer line to be replaced. Remainder of asphalt pavement on Cliff Street shall be scarified and then covered with new asphalt.

ADD TO: Paragraph 1.1.1, Scope of Work, Subparagraph entitled: Ridge Street:

Asphalt pavement on Ridge Street shall be removed and replaced from curb to curb. Base course shall be replaced.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|-------------|-------------|
| 0001 | Mobilization and Demobilization FFP At Ridge Street location. FOB: Destination MILSTRIP: W56MES81965243 PURCHASE REQUEST NUMBER: W56MES81965243 | 1 | Lump Sum | \$25,775.00 | \$25,775.00 |
| NET AMT | | | | | \$25,775.00 |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|----------|--------------|--------------|
| 0002 | | 1 | Lump Sum | \$115,438.00 | \$115,438.00 |
| | Design of Sanitary Sewer & Water Line | | | | |
| | FFP | | | | |
| | Cliff and Ridge Streets. | | | | |
| | FOB: Destination | | | | |
| | MILSTRIP: W56MES81965243 | | | | |
| | PURCHASE REQUEST NUMBER: W56MES81965243 | | | | |

| | |
|---------|--------------|
| NET AMT | \$115,438.00 |
|---------|--------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|--------------|--------------|
| 0003 | | 1 | Lump Sum | \$306,554.00 | \$306,554.00 |
| | Construction of Ridge St. | | | | |
| | FFP | | | | |
| | Sanitary sewer line, water main, manholes, pavement. | | | | |
| | FOB: Destination | | | | |

| | |
|---------|--------------|
| NET AMT | \$306,554.00 |
|---------|--------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---------------------------------|----------|----------|-------------|-------------|
| 0004 | | 1 | Lump Sum | \$11,713.00 | \$11,713.00 |
| OPTION | Mobilization and Demobilization | | | | |
| | FFP | | | | |
| | At Cliff Street location. | | | | |
| | FOB: Destination | | | | |

| | |
|---------|-------------|
| NET AMT | \$11,713.00 |
|---------|-------------|

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|--------------|--------------|
| 0005 | | 1 | Lump Sum | \$140,202.00 | \$140,202.00 |
| OPTION | Construction of Cliff St. FFP Sanitary sewer line, manholes, pavement. FOB: Destination | | | | |
| NET AMT | | | | | \$140,202.00 |

NOTE

The MI95 Wage Determination has been updated since the close of the proposal due date. The updated wage determination dated 08/22/08 is incorporated in this contract. If the prices proposed are affected by the updated wage determination, the contractor has 30 days to request an equitable adjustment but must show the labor discipline that was impacted by the updated wage determination in the request.

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|--|----------|
| 52.202-1 | Definitions | JUL 2004 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | SEP 2006 |
| 52.203-7 | Anti-Kickback Procedures | JUL 1995 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | SEP 2007 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | AUG 2000 |
| 52.204-7 | Central Contractor Registration | APR 2008 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | SEP 2006 |
| 52.211-13 | Time Extensions | SEP 2000 |
| 52.215-2 | Audit and Records--Negotiation | JUN 1999 |
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 2004 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions | JUL 2005 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications | OCT 1997 |
| 52.219-8 | Utilization of Small Business Concerns | MAY 2004 |
| 52.219-14 | Limitations On Subcontracting | DEC 1996 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-6 | Davis Bacon Act | JUL 2005 |
| 52.222-7 | Withholding of Funds | FEB 1988 |
| 52.222-8 | Payrolls and Basic Records | FEB 1988 |
| 52.222-9 | Apprentices and Trainees | JUL 2005 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | JUL 2005 |
| 52.222-12 | Contract Termination-Debarment | FEB 1988 |
| 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations. | FEB 1988 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 1988 |
| 52.222-15 | Certification of Eligibility | FEB 1988 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | MAR 2007 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | FEB 1999 |
| 52.222-32 | Davis-Bacon Act--Price Adjustment (Actual Method) | DEC 2001 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | SEP 2006 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |
| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | SEP 2006 |
| 52.222-50 | Combating Trafficking in Persons | AUG 2007 |

| | | |
|--------------------|---|----------|
| 52.223-2 | Affirmative Procurement of Biobased Products Under Service and Construction Contracts | DEC 2007 |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products | DEC 2007 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.226-1 | Utilization Of Indian Organizations And Indian-Owned Economic Enterprises | JUN 2000 |
| 52.227-1 | Authorization and Consent | DEC 2007 |
| 52.229-3 | Federal, State And Local Taxes | APR 2003 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | SEP 2002 |
| 52.232-23 | Assignment Of Claims | JAN 1986 |
| 52.232-27 | Prompt Payment for Construction Contracts | SEP 2005 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| 52.233-1 | Disputes | JUL 2002 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.236-2 | Differing Site Conditions | APR 1984 |
| 52.236-3 | Site Investigation and Conditions Affecting the Work | APR 1984 |
| 52.236-5 | Material and Workmanship | APR 1984 |
| 52.236-6 | Superintendence by the Contractor | APR 1984 |
| 52.236-7 | Permits and Responsibilities | NOV 1991 |
| 52.236-8 | Other Contracts | APR 1984 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | APR 1984 |
| 52.236-10 | Operations and Storage Areas | APR 1984 |
| 52.236-11 | Use and Possession Prior to Completion | APR 1984 |
| 52.236-12 | Cleaning Up | APR 1984 |
| 52.236-13 | Accident Prevention | NOV 1991 |
| 52.236-13 Alt I | Accident Prevention (Nov 1991) - Alternate I | NOV 1991 |
| 52.236-14 | Availability and Use of Utility Services | APR 1984 |
| 52.236-15 | Schedules for Construction Contracts | APR 1984 |
| 52.236-17 | Layout of Work | APR 1984 |
| 52.236-19 | Organization and Direction of the Work | APR 1984 |
| 52.236-21 | Specifications and Drawings for Construction | FEB 1997 |
| 52.236-23 | Responsibility of the Architect-Engineer Contractor | APR 1984 |
| 52.236-24 | Work Oversight in Architect-Engineer Contracts | APR 1984 |
| 52.236-26 | Preconstruction Conference | FEB 1995 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-14 | Suspension of Work | APR 1984 |
| 52.243-4 | Changes | JUN 2007 |
| 52.244-5 | Competition In Subcontracting | DEC 1996 |
| 52.246-12 | Inspection of Construction | AUG 1996 |
| 52.247-34 | F.O.B. Destination | NOV 1991 |
| 52.248-3 | Value Engineering-Construction | SEP 2006 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | MAY 2004 |
| 52.249-10 | Default (Fixed-Price Construction) | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2004 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A | SEP 2007 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | DEC 2006 |

| | | |
|--------------|---|----------|
| 252.215-7002 | Cost Estimating System Requirements | DEC 2006 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.225-7012 | Preference For Certain Domestic Commodities | MAR 2008 |
| 252.227-7022 | Government Rights (Unlimited) | MAR 1979 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | MAR 2008 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DoD Contracts) | JAN 2007 |
| 252.247-7023 | Transportation of Supplies by Sea | MAY 2002 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | MAR 2000 |

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 15 calendar days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

Section 00800 - Special Contract Requirements

ACCOUNTING AND APPROPRIATION DATA

AA: 96X88620000 082427 323030HB74169678 NA 96203
 AMOUNT: \$117,586.11

AB: 96X31220000 082427 32301KGC85169678 NA 96203
 AMOUNT: \$330,180.89

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **10** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **254 calendar days after receipt of the notice to proceed for the base, and 60 additional calendar days from the notice of each exercised option. Commencement of construction is not required until 1 May 2009.** The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$779** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by topographic and hydrographic surveys.

(b) Weather conditions: The Contractor shall investigate and satisfy itself as to all hazards likely to arise from weather conditions during the performance of its work.

(c) Transportation facilities: The Contractor shall investigate and obtain the necessary information and data as to the availability and use of access roads, highways, and railroad facilities to the work site. The Contractor shall obtain necessary permits to operate on or cross public highways, roads, and railroads.

(d) Use of Project Site: Project area usage is at the Contractor's risk. The Contractor shall be responsible for damages that may be suffered due to its operations. See technical specifications and drawings for additional information.

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

SBA Detroit, Michigan Office at 477 Michigan Avenue, Detroit, MI 48226

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.
- (c) In general--
- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

| TITLE | DRAWING NO. |
|--|-------------|
| Negaunee, Michigan FY08 Sanitary Sewer and Water Main Cliff and Ridge Streets Cover Sheet, Location and Vicinity Maps | 1 |
| Negaunee, Michigan FY08 Sanitary Sewer and Water Main Cliff and Ridge Streets Cliff Street Plan View | 2 |
| Negaunee, Michigan FY08 Sanitary Sewer and Water Main Cliff and Ridge Streets Ridge Street Plan View | 3 |
| Negaunee, Michigan FY08 Sanitary Sewer and Water Main Cliff and Ridge Streets Typical Sanitary Sewer Details | 4 |
| Negaunee, Michigan FY08 Sanitary Sewer and Water Main Cliff and Ridge Streets Existing and Required Cross-Sections | 5 |
| Negaunee, Michigan FY08 Sanitary Sewer and Water Main Cliff and Ridge Streets Real Estate Plan | 6 |

(End of clause)

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the USACE Detroit District, 477 Michigan Ave, Detroit, MI 48226 Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the USACE Detroit District, 477 Michigan Ave, Detroit, MI 48226 Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the USACE Detroit District, 477 Michigan Ave, Detroit, MI 48226 Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

WAGE DETERMINATION

General Decision Number: MI080095 08/22/2008 MI95

Superseded General Decision Number: MI20070095

State: Michigan

Construction Type: Heavy

County: Marquette County in Michigan.

HEAVY CONSTRUCTION PROJECTS (does not include airport or bridge construction projects, or sewer or water line work if it is incidental to a highway construction project)

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 02/08/2008 |
| 1 | 03/21/2008 |
| 2 | 04/11/2008 |
| 3 | 05/02/2008 |
| 4 | 06/06/2008 |
| 5 | 06/13/2008 |
| 6 | 06/20/2008 |
| 7 | 07/25/2008 |
| 8 | 08/15/2008 |
| 9 | 08/22/2008 |

BOIL0169-005 07/01/2008

| | Rates | Fringes |
|--|-----------|---------|
| BOILERMAKER (Excluding tank building)..... | \$ 31.953 | 20.869 |

BRMI0006-002 05/01/2008

| | Rates | Fringes |
|---|----------|---------|
| Bricklayer; marble, terrazzo and tile setter..... | \$ 25.01 | 12.99 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 25.01 | 12.99 |
| Pointer, caulker and cleaner..... | \$ 25.01 | 12.99 |

FOOTNOTES: Stacks: Work on industrial and powerhouse stacks shall receive \$2.00 per hour above the journeyman bricklayer rate.

Industrial: Refinishing work on digesters, tanks, lime kilns, chests, boilers, and boiler tubes shall receive \$2.00 per hour above the journeyman bricklayer rate.

CARP1510-002 06/01/2008

| | Rates | Fringes |
|---|----------|---------|
| CARPENTER (Includes concrete form work)..... | \$ 26.06 | 11.16 |
| MILLWRIGHT..... | \$ 30.42 | 11.38 |
| Piledriver..... | \$ 26.26 | 11.16 |

FOOTNOTES:

Waterfront work on the Great Lakes or connecting water navigable to Lake carriers: \$0.20 per hour additional.

Work on industrial construction, defined as industrial manufacturing and processing plants such as ore plants, paper mills, power houses, foundries, saw mills, wood processing plants, or other industrial complexes: \$.30 per hour additional.

ELEC0876-004 06/01/2007

| | Rates | Fringes |
|---|-------|------------|
| Line Construction: cable splicer.....\$ 32.71 | | 3.75+21.5% |
| Line Construction: light equipment operator/ground person/truck driver/ground pe winch, A-frame, diggers when used for distribution line truck and used for distribution work. Distribution truck driver, 5th wheel type trucks, bucket trucks, ladder trucks and all live boom trucks, all equipment 85 hp or under.....\$ 20.70 | | 3.75+21.5% |
| Line Construction: line technician.....\$ 31.41 | | 3.75+21.5% |
| Line Construction: operator/ground person digger, tractor and setting rig with tracks or rough terrain vehicle, large bombardier, backhoe over 85 hp, hydraulic crane 10 ton or over.....\$ 23.62 | | 3.75+21.5% |
| Line Construction: truck driver/ground person trucks with winch or boom or dump, other than distribution work.....\$ 19.70 | | 3.75+21.5% |

FOOTNOTE:

Operators of 5/8 yd. rated capacity backhoe or over, and
operators of 25 ton, rated capacity, crane or over, and
operators of heavy duty tension or pulling machinery on 345
KV and above, shall receive the line technician rate of pay.

ELEC1070-003 06/02/2008

ELECTRICIANS:

| | Rates | Fringes |
|--|-------|---------|
| Electricians: Contracts \$85,000 and under.\$ 26.50 | | 15.22 |
| Contracts over \$85,000.....\$ 28.50 | | 15.28 |

ENGI0324-012 05/01/2008

| | Rates | Fringes |
|--|-------|---------|
| Power Equipment Operator (STEEL ERECTION:) Compressor, welder and forklift.....\$ 24.11 | | 16.47 |

| | |
|--|-------|
| Crane operator, main boom & jib 120' or longer.....\$ 27.86 | 16.47 |
| Crane operator, main boom & jib 140' or longer.....\$ 28.11 | 16.47 |
| Crane operator, main boom & jib 220' or longer.....\$ 28.36 | 16.47 |
| Mechanic with truck and tools.....\$ 28.86 | 16.47 |
| Oiler and fireman.....\$ 22.81 | 16.47 |
| Regular operator.....\$ 27.36 | 16.47 |

Crane Operator with main boom and jib 300 feet or longer shall be paid an additional \$1.50 per hour above the 220' of boom and jib rate.

Crane Operator with main boom and jib 400 feet or longer shall be paid an additional \$1.50 per hour above the 300 foot of boom wage rate \$3.00.

ENGI0326-001 05/01/2008

| | Rates | Fringes |
|--|-------|---------|
| Power equipment operators - gas distribution and duct installation work: | | |
| GROUP 1.....\$ 25.07 | | 16.75 |
| GROUP 2-A.....\$ 24.97 | | 16.75 |
| GROUP 2-B.....\$ 24.75 | | 16.75 |
| GROUP 3.....\$ 23.97 | | 16.75 |
| GROUP 4.....\$ 23.47 | | 16.75 |

SCOPE OF WORK:

The construction, installation, treating and reconditioning of pipelines transporting gas vapors within cities, towns, subdivisions, suburban areas, or within private property boundaries, up to and including private meter settings of private industrial, governmental or other premises, more commonly referred to as "distribution work," starting from the first metering station, connection, similar or related facility, of the main or cross country pipeline and including duct installation.

POWER EQUIPMENT - GAS DISTRIBUTION CLASSIFICATIONS

GROUP 1: Mechanic, crane (over 1/2 yd. capacity), backhoe (over 1/2 yd. capacity), grader (Caterpillar 12 equivalent or larger)

GROUP 2-A: Trencher(except service), backhoe (1/2 yd. capacity or less)

GROUP 2-B: Crane (1/2 yd. capacity or less), compressor (2 or more), dozer (D-4 equivalent or larger), endloader (1 yd. capacity or larger), pump (1 or 2 six-inch or larger), side boom (D-4 equivalent or larger)

GROUP 3: Backfiller, boom truck (powered), concrete saw (20 hp or larger), dozer (less than D-4 equivalent), endloader

(under 1 yd. capacity), farm tractor (with attachments), pump (2-4 under six-inch capacity), side boom tractor (less than D-4 equivalent), tamper (self-propelled), trencher service and grader(maintenance)

GROUP 4: Oiler, grease person, hydrostatic testing operator

ENGI0326-014 05/01/2008

| | Rates | Fringes |
|--|----------|---------|
| Power equipment operators (includes underground construction): | | |
| Crane operator, main boom & jib 120' or longer..... | \$ 27.46 | 16.47 |
| Crane operator, main boom & jib 140' or longer..... | \$ 27.71 | 16.47 |
| Crane operator, main boom & jib 220' or longer..... | \$ 27.96 | 16.47 |
| GROUP 1..... | \$ 26.96 | 16.47 |
| GROUP 2..... | \$ 23.71 | 16.47 |
| GROUP 3..... | \$ 23.13 | 16.47 |
| GROUP 4..... | \$ 22.19 | 16.47 |
| Mechanic with truck and tools..... | \$ 28.46 | 16.47 |

FOOTNOTES:

Swing boom truck operator over 15 tons: \$.50 per hour additional. Hydraulic crane operator 75 tons and under: \$.75 per hour additional. Hydraulic crane operator over 75 tons: \$1.00 per hour additional. Lattice boom crane operator: \$1.50 per hour additional. Crusher pit, shaft and tunnel workers: \$2.00 per hour additional. Premium rate: main boom and jib 300 feet or longer is \$1.50 per hour above the 220 ft. boom and jib rate. Premium rate: main boom and jib 400 feet or longer is \$3.00 per hour above the 220 ft. boom and jib rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Regular equipment operator, crane, dozer, front end loader, job mechanic, pumpcrete and squeezecrete, welder, concrete pump, excavator, milling and pulverizing machines, scraper (self-propelled and tractor drawn), welder

GROUP 2: Air track drill, boom truck (non-swing), concrete mixer, material hoist and tugger, pump 6" and over, beltcrete, sweeping machine, trencher, winches, well points and freeze systems

GROUP 3: Air compressor, conveyor, concrete saw, farm tractor (without attachments), fork truck, generator, guard post driver, mulching machine, pumps under 6-in., welding machine and grease person

GROUP 4: Oiler, fire tender, heater operator, brock concrete breaker, elevators (other than passenger, end dumps and skid steer

Crane Operator with main boom and jib 300' or longer shall be paid an additional one dollar and fifty cents (\$1.50) per hour above the 220' of boom and jib wage rate.

Crane Operator with main boom and jib 400' or longer shall be paid an additional one dollar and fifty cents (\$1.50) per hour above the 300 foot of boom wage rate (\$3.00)

ENGI0326-016 10/01/2007

| | Rates | Fringes |
|--|----------|---------|
| Power equipment operators - sewer relining: | | |
| GROUP 1..... | \$ 27.05 | 11.00 |
| GROUP 2..... | \$ 25.52 | 11.00 |

SEWER RELINING CLASSIFICATIONS

GROUP 1: Operation of audio-visual closed circuit TV system, including remote in-ground cutter and other equipment used in connection with the CCTV system

GROUP 2: Operation of hot water heaters and circulation systems, water jetters and vacuum and mechanical debris removal systems

ENGI0326-017 10/01/2007

| | Rates | Fringes |
|--|----------|---------|
| Power equipment operators - hazardous waste removal: | | |
| LEVEL A: | | |
| Engineer when operating crane with boom and jib or leads 140' or longer.... | \$ 32.47 | 15.75 |
| Engineer when operating crane with boom and jib or leads 220' or longer.... | \$ 32.77 | 15.75 |
| GROUP 1..... | \$ 29.82 | 15.75 |
| GROUP 2..... | \$ 25.42 | 15.75 |
| Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator..... | \$ 30.79 | 15.75 |
| LEVEL B AND C: | | |
| Engineer when operating crane with boom and jib or leads 140' or longer.... | \$ 31.41 | 15.75 |
| Engineer when operating crane with boom and jib or leads 220' or longer.... | \$ 31.73 | 15.75 |
| GROUP 1..... | \$ 28.87 | 15.75 |
| GROUP 2..... | \$ 24.48 | 15.75 |

| | |
|--|-------|
| Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$ 29.84 | 15.75 |
| LEVEL D WHEN CAPPING | |
| LANDFILL: | |
| Engineer when operating crane with boom and jib or leads 140' or longer....\$ 29.97 | 15.75 |
| Engineer when operating crane with boom and jib or leads 220' or longer....\$ 30.27 | 15.75 |
| GROUP 1.....\$ 27.32 | 15.75 |
| GROUP 2.....\$ 22.93 | 15.75 |
| Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator, power shovel operator.....\$ 28.29 | 15.75 |
| LEVEL D: | |
| Engineer when operating crane with boom and jib or leads 140' or longer....\$ 30.22 | 15.75 |
| Engineer when operating crane with boom and jib or leads 220' or longer....\$ 30.52 | 15.75 |
| GROUP 1.....\$ 27.57 | 15.75 |
| GROUP 2.....\$ 23.18 | 15.75 |
| Regular crane operator, mechanic, dragline operator, boom truck operator and concrete pump with boom operator....\$ 28.54 | 15.75 |

HAZARDOUS WASTE REMOVAL CLASSIFICATIONS

GROUP 1: Backhoe, batch plant operator, clamshell, concrete breaker when attached to hoe, concrete cleaning decontamination machine operator, concrete pump, concrete paver, crusher, dozer, elevating grader, endloader, farm tractor (90 h.p. and higher), gradall, grader, heavy equipment robotics operator, loader, pug mill, pumpcrete machines, pump trucks, roller, scraper (self-propelled or tractor drawn), side boom tractor, slip form paver, slop paver, trencher, ultra high pressure waterjet cutting tool system operator, vactors, vacuum blasting machine operator, vertical lifting hoist, vibrating compaction equipment (self-propelled), well drilling rig and hydro excavator

GROUP 2: Air compressor, concrete breaker when not attached to hoe, elevator, end dumps, equipment decontamination operator, farm tractor (less than 90 h.p), forklift, generator, heater, mulcher, pigs (portable reagent storage tanks), power screens, pumps (water), stationary compressed air plant, sweeper, welding machine and water wagon

IRON0008-006 06/01/2008

| | Rates | Fringes |
|--|----------|---------|
| IRONWORKER (Metal Building Erection)..... | \$ 22.70 | 6.60 |
| IRONWORKER: Reinforcing and Structural | | |
| General contracts | | |
| \$10,000,000 or greater..... | \$ 26.13 | 18.72 |
| General contracts less than \$10,000,000..... | \$ 23.69 | 18.72 |

IRON0008-009 06/01/2008

| | Rates | Fringes |
|--|----------|---------|
| IRONWORKER (Metal Building Erection)..... | \$ 22.70 | 6.60 |
| IRONWORKER: Reinforcing and Structural | | |
| Contracts \$10,000,000 or greater..... | \$ 26.13 | 18.72 |
| Contracts less than \$10,000,000..... | \$ 23.69 | 18.72 |

LABO0005-021 10/01/2007

| | Rates | Fringes |
|---|----------|---------|
| Laborers - hazardous waste abatement: | | |
| Work performed inside the building and up to and including 5 ft. outside the building: | | |
| Level A, B or C..... | \$ 21.84 | 9.64 |
| Work performed in conjunction with site preparation not requiring the use of personal protective equipment; | | |
| Also, Level D..... | \$ 20.84 | 9.64 |
| Work performed over 5 ft. outside the building: | | |
| Level A, B or C..... | \$ 20.43 | 8.99 |
| Work performed in onjunction with site preparation not requiring the use of personal protective equipment; | | |
| Also, Level D..... | \$ 19.43 | 8.99 |

LABO0259-004 09/01/2007

| | Rates | Fringes |
|--|-------|---------|
| Laborers - tunnel, shaft and caisson: | | |

| | | |
|--------------|----------|------|
| GROUP 1..... | \$ 22.20 | 9.05 |
| GROUP 2..... | \$ 22.29 | 9.05 |
| GROUP 3..... | \$ 22.39 | 9.05 |
| GROUP 4..... | \$ 22.55 | 9.05 |
| GROUP 5..... | \$ 22.81 | 9.05 |
| GROUP 6..... | \$ 23.12 | 9.05 |
| GROUP 7..... | \$ 15.39 | 9.05 |

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Tunnel, shaft and caisson laborer, dump, shanty, hog house tender, testing (on gas)

GROUP 2: Manhole, headwall, catch basin builder, bricklayer tender, mortar, material mixer, fence erector and guard rail builder

GROUP 3: Air tool operator (jackhammer, bush hammer and grinder), first bottom, second bottom, cage tender, car pusher, carrier, concrete, concrete form, concrete repair, cement invert laborer, cement finisher, concrete shoveler, conveyor, floor, gasoline and electric tool operator, gunite, grout operator, welder, heading dinky person, inside lock tender, pea gravel operator, pump, outside lock tender, scaffold, top signal person, switch person, track, tugger, utility person, vibrator, winch operator, pipe jacking, wagon drill and air track operator and concrete saw operator (under 40 h.p.)

GROUP 4: Tunnel, shaft and caisson mucker, bracer, liner plate, long haul dinky driver and well point

GROUP 5: Tunnel, shaft and caisson miner, drill runner, key board operator, power knife operator, reinforced steel or mesh (e.g. wire mesh, steel mats, dowel bars, etc.)

GROUP 6: Dynamite and powder

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

SCOPE OF WORK: Tunnel, shaft and caisson work of every type and descripton and all operations incidental thereto, including, but not limited to, shafts and tunnels for sewers, water, subways, transportation, diversion, sewerage, caverns, shelters, aquafers, reservoirs, missile silos and steel sheeting for underground construction.

LABO0260-008 08/01/2007

Rates

Fringes

Asbestos Laborer

Includes removing and disposing of all insulation materials from walls, ceilings, floors,

columns, and all other non-mechanical surfaces; and removal of insulating materials from mechanical systems that are to be demolished; loading/unloading of bagged and tagged materials at the disposal site (includes lead paint abatement clean-up).....\$ 21.48 10.75

LABO0334-002 09/01/2007

| | Rates | Fringes |
|----------------------|----------|---------|
| Laborers - open cut: | | |
| GROUP 1..... | \$ 19.28 | 9.05 |
| GROUP 2..... | \$ 19.42 | 9.05 |
| GROUP 3..... | \$ 19.55 | 9.05 |
| GROUP 4..... | \$ 19.60 | 9.05 |
| GROUP 5..... | \$ 19.65 | 9.05 |
| GROUP 6..... | \$ 17.03 | 9.05 |
| GROUP 7..... | \$ 15.14 | 9.05 |

LABORER CLASSIFICATIONS

GROUP 1: Construction laborer

GROUP 2: Mortar and material mixer, concrete form person, signal person, well point person, manhole, headwall and catch basin builder, guard rail builder, headwall, seawall, breakwall, dock builder and fence erector

GROUP 3: Air, gasoline and electric tool operator, vibrator operator, driller, pump person, tar kettle operator, bracer, rodger, reinforced steel or mesh person (e.g., wire mesh, steel mats, dowel bars, etc.), welder, pipe jacking and boring person, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger person and directional boring person, cement finisher

GROUP 4: Trench or excavating grade person

GROUP 5: Pipe layer (including crock, metal pipe, multi-plate or other conduits)

GROUP 6: Grouting person, audio-visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work, installation and repair of water service pipe appurtenances

GROUP 7: Restoration laborer, seeding, sodding, planting, cutting, mulching and top soil grading; and the restoration of property such as replacing mailboxes, wood chips, planter boxes, flagstones, etc.

SCOPE OF WORK:

Open cut construction work shall be construed to mean work which requires the excavation of earth including industrial, commercial and residential building site excavation and preparation, land balancing, demolition and removal of concrete and underground appurtenances, grading, paving, sewers, utilities and improvements; retention, oxidation, flocculation and irrigation facilities, and also including but not limited to underground piping, conduits, steel sheeting for underground construction, and all work incidental thereto, and general excavation.

Open cut construction work shall not include any structural modifications, alterations, additions and repairs to buildings, or highway work, including roads, streets, bridge construction and parking lots or steel erection work and excavation for the building itself and back filling inside of and within 5 ft. of the building and foundations, footings and piers for the building. Open cut construction work shall not include any work covered under Tunnel, Shaft and Caisson work.

LAB01076-006 04/01/2008

| | Rates | Fringes |
|--------------------------------|-------|---------|
| LABORER (Distribution rates) | | |
| Telephone Work: (Zone 3)....\$ | 13.27 | 9.25 |
| Telephone Work: (Zone 4)....\$ | 13.64 | 9.25 |
| Telephone Work: (Zone 5)....\$ | 12.94 | 9.25 |
| Zone 1: All other work.....\$ | 18.37 | 9.30 |
| Zone 2: All other work.....\$ | 17.09 | 9.30 |
| Zone 3: All other work.....\$ | 15.47 | 9.25 |
| Zone 4: All other work.....\$ | 14.84 | 9.25 |
| Zone 5: All other work.....\$ | 14.84 | 9.25 |

Duct Work Pay: \$.40 per hour above the base pay rate.

Zones:

Zone 1-Macomb,Oakland and Wayne

Zone 2-Monroe and Washtenaw

Zone 3-Bay ,Genesee,Lapeer,Midland,Saginaw,Sanilac,Shiawassee
and St. Clair

Zone 4-Alger,Baraga,Chippewa,Delta,
Dickinson,Gogebic,Houghton,Iron,Keweenaw,Luce,

Mackinaw,Marquette,Menominee,Ontonagon and Schoolcraft

Zone 5-Remaining counties in Michiga

LAB01329-002 05/01/2008

| | Rates | Fringes |
|-------------------------|-------|---------|
| Laborers: | | |
| Commercial Construction | | |
| GROUP 1.....\$ | 19.97 | 10.10 |
| GROUP 2.....\$ | 20.37 | 10.10 |
| GROUP 3.....\$ | 20.72 | 10.10 |
| GROUP 4.....\$ | 18.02 | 10.10 |
| GROUP 5.....\$ | 22.02 | 10.10 |

Industrial Construction

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 21.58 | 10.10 |
| GROUP 2..... | \$ 21.98 | 10.10 |
| GROUP 3..... | \$ 22.33 | 10.10 |
| GROUP 4..... | \$ 18.17 | 10.10 |
| GROUP 5..... | \$ 23.63 | 10.10 |

FOOTNOTE: Work on waterfront work (working over water) on the Great Lakes or connecting waters navigable to lake carriers: \$0.75 per hour additional.

LABORER CLASSIFICATIONS

GROUP 1: All construction laborers on building and heavy construction work, storm and sanitary sewers, tool crib attendant, Civil Engineer helper, rodman, oxi-gun operator, workers using propane or acetylene cutting torch, motor-driven buggies, chipping hammers, tamping machines, green cutting (whether run by air, electric or gas), sandblasters, mason tenders, Mortar mixer, material mixer (whether done by hand or machine), vibrator operator, concrete mixer, laborer with concrete crew, mixer to pour, including pour from trucks

GROUP 2: Cement gun nozzle operator, blaster, miner, driller, buster operator, layer of all non-metallic pipe

GROUP 3: Caisson worker and airtrack

GROUP 4: Watchman, Fire watch and Hole watch

GROUP 5: Digester, tanks & kilns

PLUM0190-006 05/01/2008

| | Rates | Fringes |
|---------------------------|----------|---------|
| Gas Distribution Pipeline | | |
| Welding in conjunction | | |
| with gas distribution | | |
| pipeline work..... | \$ 27.63 | 15.64 |
| All other work..... | \$ 20.26 | 9.90 |

PLUM0506-011 06/01/2008

| | Rates | Fringes |
|-----------------|----------|---------|
| PIPEFITTER..... | \$ 28.11 | 16.25 |

* SHEE0007-019 06/01/2008

| | Rates | Fringes |
|-------------------------|----------|---------|
| Sheet metal worker..... | \$ 27.96 | 17.04 |

SUMI2000-008 05/05/2000

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

BUILDING CONSTRUCTION

| | | |
|--------------------------------|----------|------|
| Tank Builder..... | \$ 19.50 | 1.04 |
| LABORER: Chain Saw..... | \$ 14.29 | |
| Landscape Laborer..... | \$ 13.20 | 4.01 |
| Truck drivers: | | |
| Boom Truck..... | \$ 17.40 | 5.52 |
| Truck Driver - 2 axle..... | \$ 16.41 | 4.30 |
| Truck driver - 3 axle..... | \$ 16.83 | 7.44 |
| WELL DRILLER (water well)..... | \$ 27.59 | .13 |

FOOTNOTES:

Marble, terrazzo & tile finishers: \$0.25 per hour above the laborer's rate. Same fringe benefit package as the bricklayer.

Stacks: Work on industrial and powerhouse stacks shall receive \$2.00 per hour above the journeyman bricklayer rate.

Industrial: Refinishing work on digesters, tanks, lime kilns, chests, boilers, and boiler tubes shall receive \$2.00 per hour above the journeyman bricklayer rate.

TEAM0328-002 05/01/2003

| | Rates | Fringes |
|--|----------|-------------|
| Truck drivers (does not include boom truck, or two- or three-axle trucks): | | |
| GROUP 1..... | \$ 19.62 | 3.76/hr.+ a |
| GROUP 2..... | \$ 19.77 | 3.76/hr.+ a |
| GROUP 3..... | \$ 19.83 | 3.76/hr.+ a |
| GROUP 4..... | \$ 19.98 | 3.76/hr.+ a |

FOOTNOTE:

a. \$17.80 per day

PAID HOLIDAYS: Memorial Day, Fourth of July, Labor Day and Thanksgiving Day, if the regular work day immediately preceding or following the holiday is either worked or an excused absence.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: All other trucks

GROUP 2: Heavy duty and semi trucks

GROUP 3: Truck repair and maintenance

GROUP 4: Euclid type equipment

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

DESIGN BUILD CLAUSES

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

1.0 GENERAL

- 1.1. REFERENCES - NOT USED
- 1.2. DESIGN/BUILD CONTRACT - ORDER OF PRECEDENCE (AUG 97)
- 1.3. PROPOSED BETTERMENTS (AUG 97)
- 1.4. SELF-PERFORMANCE OF WORK BY THE PRIME CONTRACTOR (MAR 06)
- 1.5. PARTNERING (AUG 97)
- 1.6. KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS (MAY 2006)
- 1.7. RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN (MAY 02)
- 1.8. WARRANTY OF DESIGN (FIRM-FIXED PRICE DESIGN-BUILD CONTRACT) (MAY 02)
- 1.9. CONSTRUCTOR'S ROLE DURING DESIGN (JUN 98)
- 1.10. VALUE ENGINEERING AFTER AWARD (JUNE 99)
- 1.11. DEVIATING FROM THE ACCEPTED DESIGN (JUN 02)
- 1.12. GOVERNMENT-FURNISHED RFP DRAWINGS, SURVEYS AND SPECIFICATIONS (JUL 02)
- 1.13. GOVERNMENT-FURNISHED SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 03)
- 1.14. GOVERNMENT RE-USE OF DESIGN (MAY 06)
- 1.15. ADDITIONAL MONTHLY INCENTIVE PROGRESS PAYMENT (MAY 06)
- 1.16. US ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL (MAR 06)

- 1.18 SITE SAFETY AND HEALTH OFFICER REQUIREMENTS AND QUALIFICATIONS (DEC 06)
- 1.19 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 1.20 DIGGING/EXCAVATION PERMITS
- 1.21 WAGE RATES
- 1.22 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER. ER 415-1-15
(31 OCT 89) 2 January 1991
- 1.25 PROGRESS PHOTOGRAPHS
- 1.26 SCAFFOLDING
- 1.27 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000) FAR 52.211-12 OCT 00
- 1.28 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984) FAR 52.211-10
- 1.29 WORK SCHEDULING
- 1.31 HAZARDOUS MATERIAL USAGE
- 1.36 WEATHER PROTECTION AND TEMPORARY HEATING
- 1.37 DAMAGES, REPAIRS
- 1.39 SOLID WASTE MANAGEMENT
- 1.40 AIR EMISSIONS
- 1.45 SPILL CONTROL and RESPONSE
-
- 2.0 PRODUCTS NOT USED**
-
- 3.0 EXECUTION NOT USED**

1.0 GENERAL**2.0 REFERENCES - NOT USED****3.0 DESIGN/BUILD CONTRACT - ORDER OF PRECEDENCE (AUG 97)**

- (a) The contract includes the standard contract clauses and schedules current at the time of contract award. It entails (1) the solicitation in its entirety, including all drawings, cuts, and illustrations, and any amendments, and (2) the successful offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any way bears upon the terms of that agreement.
- (b) In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order:
 - (1) Betterments: Any portions of the accepted proposal which both conform to and exceed the provisions of the solicitation.
 - (2) The provisions of the solicitations. (See also contract Clause: 52.236- 21, ***SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION.***)
 - (3) All other provisions of the accepted proposal.
 - (4) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are “deliverables” under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

4.0 PROPOSED BETTERMENTS (AUG 97)

- (a) The minimum requirements of the contract are identified in the Request for Proposal. All betterments offered in the proposal become a requirement of the awarded contract.
- (b) “Betterment” is defined as any component or system which exceeds the minimum requirements stated in the Request for Proposal. This includes all betterments identified in the proposal and/or all Government identified betterments.

5.0 SELF-PERFORMANCE OF WORK BY THE PRIME CONTRACTOR (MAR 06)

- (a) Contract Clause 52.219-14, ***LIMITATIONS ON SUBCONTRACTING***, is the applicable requirement for awards to small business concerns for solicitations that were fully or partially set-aside for Small Business, 8(a), or award to a small disadvantaged business (SDB) concern on an unrestricted procurement where an SDB concern has claimed a price evaluation preference (but see next paragraph for suspension of the SDB price preference).

6.0 PARTNERING (AUG 97)

In order to most effectively accomplish this contract, the Government proposes to form a partnership with the Contractor to develop a cohesive building team. It is anticipated that this partnership would involve the Corps of Engineers, the Contractor, primary subcontractors and the designers. This partnership would strive to develop a cooperative management team drawing on the strengths of each team member in an effort to achieve a quality project within budget and on schedule. This partnership would be bilateral in membership and participation will be totally voluntary. All costs, excluding labor and travel expenses, shall be shared equally between the Government and the Contractor. The Contractor and Government shall be responsible for their own labor and travel costs.

7.0 KEY PERSONNEL, SUBCONTRACTORS AND OUTSIDE ASSOCIATES OR CONSULTANTS (MAY 2006)

In connection with this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified in the Contractor's accepted proposal. The Contractor shall obtain the Contracting Officer's written consent before making any substitution for these designated in-house personnel, subcontractors, associates, or consultants. If the Contractor proposes a substitution, it shall submit the same type of information that was submitted in the accepted proposal to the Contracting Officer for evaluation and approval. The level of qualifications and experience submitted in the accepted proposal or that required by the Solicitation, whichever is greater, is the minimum standard for any substitution.

8.0 RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN (MAY 02)

- (a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other non-construction services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services and perform any necessary rework or modifications, including any damage to real or personal property, resulting from the design error or omission.
- (b) The standard of care for all design services performed under this agreement shall be the care and skill ordinarily used by members of the architectural or engineering professions practicing under similar conditions at the same time and locality. Notwithstanding the above, in the event that the contract specifies that portions of the Work be performed in accordance with a performance standard, the design services shall be performed so as to achieve such standards.
- (c) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract. The Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of these services furnished under this contract.
- (d) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.
- (e) If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

9.0 WARRANTY OF DESIGN (FIRM-FIXED PRICE DESIGN-BUILD CONTRACT) (MAY 02)

- (a) The Contractor warrants that the design shall be performed in accordance with the Contract requirements. Design and design related construction not conforming to the Contract requirements shall be corrected at no additional cost to the Government. The standard of care for design is defined in paragraph (b) of Special Contract Requirement **RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN**.
- (b) The period of this warranty shall commence upon final completion and the Government's acceptance of the work, or in the case of the Government's beneficial occupancy of all or part of the work for its convenience, prior to final completion and acceptance, at the time of such occupancy.
- (c) This design warranty shall be effective from the above event through the Statute of Limitations and Statute of Repose, as applicable to the state that the project is located in.
- (d) The rights and remedies of the Government provided for under this clause are in addition to any other rights and remedies provided in this contract or by law.

10.0 CONSTRUCTOR'S ROLE DURING DESIGN (JUN 98)

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

11.0 VALUE ENGINEERING AFTER AWARD (JUNE 99)

- (a) In reference to Contract Clause 52.248-3, **VALUE ENGINEERING - CONSTRUCTION**, the Government may refuse to entertain a "Value Engineering Change Proposal" (VECP) for those "performance oriented" aspects of the Solicitation documents which were addressed in the Contractor's accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.
- (b) The Government may consider a VECP for those "prescriptive" aspects of the Solicitation documents, not addressed in the Contractor's accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.
- (c) For purposes of this clause, the term "performance oriented" refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.
- (d) In contrast, for purposes of this clause, the term "prescriptive" refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

12.0 DEVIATING FROM THE ACCEPTED DESIGN (JUN 02)

- (a) The Contractor shall obtain the approval of the Designer of Record and the Government's concurrence for any Contractor proposed revision to the professionally stamped and sealed and Government reviewed and concurred design, before proceeding with the revision.
- (b) The Government reserves the right to non-concur with any revision to the design, which may impact furniture, furnishings, equipment selections or operations decisions that were made, based on the reviewed and concurred design.
- (c) Any revision to the design, which deviates from the contract requirements (i.e., the Request for Proposals and the accepted proposal), will require a modification, pursuant to the Changes clause, in addition to Government concurrence. The Government reserves the right to disapprove such a revision.
- (d) Unless the Government initiates a change to the contract requirements, or the Government determines that the Government furnished design criteria are incorrect and must be revised, any Contractor initiated proposed change to the contract requirements, which results in additional cost, shall strictly be at the Contractor's expense.

- (e) The Contractor shall track all approved revisions to the reviewed and accepted design and shall incorporate them into the as-built design documentation, in accordance with agreed procedures. The Designer of Record shall document its professional concurrence on the as-builts for any revisions in the stamped and sealed drawings and specifications.

13.0 GOVERNMENT-FURNISHED RFP DRAWINGS, SURVEYS AND SPECIFICATIONS (JUL 02)

This is to clarify that contract clause 252.236-7001, **CONTRACT DRAWINGS AND SPECIFICATIONS**, refers to any Government-furnished design or design criteria included in the Request for Proposal (RFP).

14.0 GOVERNMENT-FURNISHED SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (JUL 03)

This is to clarify that contract clause 252.236-21, **SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION**, refers to any specifications and drawings furnished in the Request for Proposal (RFP). The term “specifications” refers to the design criteria or scope of work, in addition to any attached specifications.

15.0 GOVERNMENT RE-USE OF DESIGN (MAY 06)

In conjunction with the Clause 252.227-7022, **GOVERNMENT RIGHTS UNLIMITED**, the Government will not ask for additional originals or copies of the design works after the Contractor provides all required design documentation and as-built documentation under the instant contract. Further, if the Government uses the design for other projects without additional compensation to the Contractor for re-use, the Government releases the Contractor from liability in the design on the other projects, due to defects in the design that are not the result of fraud, gross mistake as amounts to fraud, gross negligence or intentional misrepresentation.

16.0 ADDITIONAL MONTHLY INCENTIVE PROGRESS PAYMENT (MAY 06)

- (a) As an incentive for maintaining satisfactory progress, The Government offers to make an interim monthly progress payment for satisfactory design and construction work in compliance with the contract, while construction operations are underway, up to turnover of the facilities to the Government. This is a second monthly progress payment, in between the regular monthly progress payment that is described in Contract Clause 52.232-5, **PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS**.
- (b) As a condition for the additional progress payment, the Contractor must maintain progress within 2% of scheduled progress and within 7 calendar days of the scheduled progress along the critical path(s) at the time of submission.
- (c) All requirements of the contract clauses **PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS** and 52.232-25, **PROMPT PAYMENT**, will apply to the interim progress payment. In lieu of submitting an updated progress schedule to substantiate the amounts included in the interim progress payment, the Contracting Officer will determine what documentation is required to support an interim payment, including the required Prompt Payment Certification. For the next regular monthly progress payment following an interim payment, the Contractor shall reconcile the interim progress payment against actual progress.

17.0 US ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL (MAR 06)

In accordance with Contract Clause 52.236-13, **ACCIDENT PREVENTION**, the Contractor shall comply with the latest version of Engineer Manual 385-1-1, including any interim revisions, in effect

at the time of the solicitation. EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil/hqhome/>. At the HQ homepage, select HQ Offices, scroll to Safety & Occ. Health; at the Safety and Occupational Health Home page, select EM 385-1-1, then most recent dated edition & changes, English Version (controlling with changes), then Changes to EM 385-1-1.

1.18 SITE SAFETY AND HEALTH OFFICER REQUIREMENTS AND QUALIFICATIONS (DEC 06)

(a) The Contractor shall employ a competent person at each project to function as the Site Safety and Health Officer (SSHO) in accordance with EM 385-1-1, Section 01.A.17. Based on project size and complexity, the SSHO will have at least the minimum qualifications listed below. Submit the qualifications of the proposed SSHO for Government Approval.

(b) The SSHO may be a collateral duty responsibility. The SSHO shall have, as a minimum:

- (1) 3 years safety work on similar type construction, and
- (2) The 30-hour OSHA construction safety class or equivalent within last 3 years and
- (3) Competent person training as required based on applicability (Scaffolds, Cranes, Fall Protection, Confined space, or others).

1.19 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall not make any utilities available to the Contractor.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines of each utility.

(c) Interruptions of Utilities

(1) All utility shutdowns require the prior approval of the Contracting Officer. Request for utility shutdown shall be made in writing at least four (4) weeks prior to the expected date of implementation. As soon as actual shutdown date is known, the Contractor shall notify the Contracting Officer in writing requesting approval at least ten (10) work days prior to requested shutdown.

(2) The Contractor's progress schedule shall include preliminary listing of all proposed shutdown dates. Every effort shall be made to make all shutdowns as brief as possible, and as limited in extent as possible.

(3) Utilities shall not be shut down for more than 4 hrs

(End of clause)

1.20 DIGGING/EXCAVATION PERMITS

When digging is required, the Contractor shall comply with all OSHA and local regulations.

1.21 WAGE RATES

The decision of the Secretary of Labor, covering rates of wages, including fringe benefits to be paid laborers and mechanics performing work under this contract, is attached hereto. The payment for all

classes of laborers and mechanics actually employed to perform work under the contract will be specified in the following contract clauses: DAVIS-BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, and THE COPELAND ACT.

Wage decisions included are: MI080095

1.22 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER. ER 415-1-15
(31 OCT 89) 2 January 1991

This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: Fixed Price Construction". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

| | | | | | | | | | | | |
|------|------|------|------|------|------|------|------|------|------|------|------|
| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| (31) | (28) | (31) | (15) | (04) | (04) | (04) | (04) | (04) | (04) | (15) | (31) |

Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated listed above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

1.25 PROGRESS PHOTOGRAPHS

The monthly photography shall be performed between the first and fifth of each month, and the CD's, with digital photos, delivered no later than the 10th of each month taken. A minimum of six views from different positions shall be taken as directed to show, inasmuch as possible, work accomplished during the previous month, and a minimum of six views shall be taken of the completed work. Additional views and positions may be required by the Contracting Officer to depict the work done.

Photos shall be at least 4 megapixels and in JPEG format. Each CD shall be identified with the date made, contract title and number, location of work, as well as a brief description of work depicted.

Two sets of CD's shall be made with one set delivered to:

Contracting Officer:

US Army Corps of Engineers
Soo Area Office
312 Portage Avenue
Sault Ste. Marie, MI 49783-2445

No separate payment will be made for these services and all costs in connection thereto shall be considered a subsidiary obligation of the Contractor.

1.26

SCAFFOLDING

July 2003

The following requirements supplement EM 385-1-1. In the event of a conflict between these requirements and EM 385-1-1, the more strict requirement shall take precedence.

All scaffold systems shall be erected, inspected and disassembled under the direction of a competent person. The competent person must be present and on site during these operations. The qualifications and training of the competent person and the crew performing the work shall be submitted to the Contracting Officer and accepted prior to commencement of the work. All scaffold systems must be inspected daily and certified as usable prior to use each days use by the competent person. Scaffolds shall also be inspected and certified by the competent person upon completion of any changes to the scaffolding system i.e. adding or removing a level or etc. The competent person must be present and on site during these changes to the scaffold system. The contractor shall develop a system that notifies all parties of the certification status. The use a red/green tag system denoting the serviceability is an acceptable certification system.

A **scaffolding erection plan** shall be submitted for all scaffold systems regardless of type scaffold to be used. This plan shall include erection and dismantling operations and all manufacture's details of the system and shall demonstrate compliance with EM 385-1-1. The plan shall be accepted by the Contracting Officer prior to the erection of the scaffold. This plan shall be reviewed at the preparatory and initial meetings with all parties involved in the scaffolding operation and use thereof. In the event others crafts will be using the scaffolding system, they shall also be briefed on the proper use of the system.

Every level of conventional and masonry type scaffolding systems shall be fully planked and include handrails and toe boards. The contractor is advised that he must analyze the added weight of this requirement on the capacity of the scaffold system and adjust his operations accordingly. All personnel erecting and dismantling scaffolds must be protected by a personal fall protection system.

Access to any type scaffold system above 6 (six) feet shall be by stair tower.

1.27

LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000) FAR 52.211-12 OCT 00

a. If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$779.00 for each calendar day of delay until the work is completed or accepted.

b. If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

1.28 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984) FAR 52.211-10

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 254 calendar days after receipt of the notice to proceed for the base, and 60 additional calendar days from the notice of each exercised option. The contractor is not required to start construction until 1 May 09. The time stated for completion shall include final cleanup of the premises.

1.29 WORK SCHEDULING

Unless otherwise indicated by special project phasing instructions, the Contractor shall be prepared to pursue the contracted work during the Contract Normal Working period of 7:30 a.m. to 4:00 p.m., Monday through Friday, exclusive of recognized Federal holidays outlined hereunder, and the Friday after Thanksgiving. The following are the Federal Holidays: New Year's Day, 1 January; Martin Luther King JR's Birthday, 3rd Monday in January; Washington's Birthday, 3rd Monday in February; Memorial Day, the last Monday in May; Independence Day 4th of July; Labor Day, 1st Monday in September; Columbus Day, 2nd Monday in October; Veteran's Day, 11th of November; Thanksgiving Day the 4th Thursday in November; and Christmas Day, 25th of December.

Prior to commencing work on the job initially, resumption of work after prolonged interruption (7 calendar days or more) commencement of any warranty work, and upon completion of warranty work the contractor must notify the Contracting Officer (or his/her Contracting Officer Representative). When relocating to new sites, returning to sites for follow-up work on a phased work plan, notification to the Contracting Officer's Representative is sufficient. Notification should be accomplished sufficiently in advance to allow scheduling of inspection forces. The above precautions are to ensure construction inspection and recording of work proceedings.

1.31 HAZARDOUS MATERIAL USAGE

1.31.1 The Contractor shall establish a hazardous material (HM) storage and distribution system when HM is to be used. All HM required to support the contract shall be reported using the Contractor HM Identification Form to the Contracting Officers Representative (COR) who will in turn inform other applicable personnel. The Contractor HM Identification Form will be provided to the Contractor at or prior to the Pre-Construction meeting. Additional HM needed by the Contractor shall be identified to the (COR) for approval.

1.31.2 The Contractor planning to use HM for the work must register, through the COR, with the Safety Office, prior to start of work in order to support compliance with Executive Order 12856, Federal Compliance with Right-to-Know Laws and Pollution Prevention Requirements. The definition of hazardous material is located in Fed Std 3 13C, dated 1 March 1988.

1.31.5 The Contractor shall maintain Contractor HM Identification Form for HM on the job site for inspection/verification.

1.31.6 Contracting Officer's Representative will verify that the HM identified is the only HM in use on the job site.

1.31.7 Contractors shall provide the following to the C.O.R.:

1.31.7.1 Provide a list of each material and quantity of material for all proposed HM.

1.31.7.2 Provide a material safety data sheet (MSDS) for each item on the list.

- 1.31.8 The Contractor shall accompany the Contracting Officer's Representative (COR) and the installation Environmental Manager (EM) on project closeout inspection to ensure all used and unused HM has been removed from the installation. This requirement shall not be a punch list item and must be accomplished prior to the Government accepting beneficial occupancy of the facility or construction item.
- 1.31.9 Any material suspected of being hazardous that is encountered during performance of a project shall immediately be brought to the attention of the Contracting Officer, at which time a determination will be made as to whether hazardous material testing shall be performed. If the Contracting Officer directs the Contractor to perform tests, and/or the material is found to be of a hazardous nature requiring additional protective measures, a modification may be required, subject to equitable adjustment under the terms of the contract.

CONTRACTOR HAZARDOUS MATERIAL IDENTIFICATION FORM

PART I

Date:

This part is to be completed by Contractor prior to the construction start date, and shall be maintained on the job site.

Contractor Company:

Proposed work term: (date) to (date)

Contractor Point of Contact: (full name or names, phone/cell/pager numbers,

Phone number: -emergency 24-hour contact number, etc.)

Submittal Information Storage and Usage Information

| I HM to be used: MFG./Product | MSDS Attached (Yes/No) | Amount on Site*, Transient or Stored | Amount Used Up in Process | Used or Unused Amount Removed from DA installation |
|----------------------------------|------------------------------|--|---------------------------------|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Note: This form is good for a one-month period and is to be submitted to the Contracting Officer's Representative. All HM (hazardous material) used thereafter will be identified to the Contracting Officer's Representative for approval. See Part II for Contractor close-out procedures.

*Transient amount reflects amount brought on site

daily, but not stored overnight. Use separate lines for transient and storage amounts. Team Approval

Signatures:

COR (Contracting Officer's Representative)

EM (Environmental Manager)

(Bio-environmental Engineer)

SO (Safety Officer) _____

**CONTRACTOR HAZARDOUS MATERIAL IDENTIFICATION FORM CLOSE-OUT PROCEDURES
PART II**

Attach this part to Part I

The Contractor shall accompany the Contracting Officer's Representative and the Environmental Manager on the close-out inspection to ensure all used and unused HM has been removed from the installation.

Close-out Approval Signatures:

Signature

Date

Contractor

Contracting Officer's Representative

EM (Environmental Manager)

1.36 WEATHER PROTECTION AND TEMPORARY HEATING

- 1.36.1 The Contractor shall provide and maintain weather protection as may be required to properly protect all parts of the work from damage during construction.

.

1.37 DAMAGES, REPAIRS

- 1.37.1 All damages by the Contractor's operations shall be repaired, or replaced, at the Contractor's expense, as directed by the Contracting Officer. Any Government property damaged as a result of the work, materials, or operations of the Contractor shall be restored at no additional expense to the Government.

- 1.37.2 All existing sidewalks, curbs, and pavement disturbed, broken or removed or otherwise damaged by the Contractor during performance of the work under this contract shall be replaced by the Contractor at his own expense. Replaced sidewalks, curbs, and pavements shall be smooth, shall blend into the existing work, and shall not present depressions or humps.

1.39 SOLID WASTE MANAGEMENT

- 1.39.1 A waste management plan shall be submitted within 15 days after award of a delivery order and prior to initiating any site preparation work.
- 1.39.1.1 The plan shall include the following:
- a. Name of individuals on the Contractor's staff responsible for waste prevention and management.
 - b. Actions that will be taken to reduce solid waste generation.
 - c. Description of the specific approaches to be used in recycling/reuse of the various materials generated, including the areas and equipment to be used for processing, sorting, and temporary storage of wastes.
 - d. Characterization, including estimated types and quantities, of the waste to be generated.
 - e. Name of landfill and/or incinerator to be used and the estimated costs for use, assuming that there would be no salvage or recycling on the project.
 - f. Identification of local and regional reuse programs, including non-profit organizations such as schools, local housing agencies, and organizations that accept used materials such as materials exchange networks and Habitat for Humanity.
 - g. List of specific waste materials that will be salvaged for resale, salvaged and reused, or recycled. Recycling facilities that will be used shall be identified. Include expenses for the removal and disposal of building materials through demolition, recovery, reuse and recycling techniques that will not otherwise be offset by revenue, savings, or cost avoidance within the contract.
 - h. Identification of materials that cannot be recycled/reused with an explanation or justification.
- 1.39.4 Disposal of solid waste, including construction and demolition(C&D) debris is the responsibility of the contractor.
- 1.40 AIR EMISSIONS
- 1.40.4 Fugitive Dust
- 1.40.4.1 The contractor shall control fugitive dust in and around the work site. The Contractor shall establish dust control measures to maintain excavations, stockpiles, haul roads, and other work related areas within or outside the project boundaries free of particulate release that would exceed environmental regulations or would cause a hazard or nuisance. Sprinkling as a control must be repeated to keep area damp. The Contractor shall provide sufficient equipment and water source for adequate wetting. Keep haul roads clean of soil or other debris.
- 1.45 SPILL CONTROL and RESPONSE
- 1.45.1 The contractor shall conduct all operations to minimize the possibility of a spill or release of a hazardous material or pollutant.
- 1.45.2 All hazardous materials or pollutants must be stored on containment pallets, in containment storage cabinets (contractor must assure material in the cabinets are compatible) or in a diked/bermed area.
- 1.45.6 The contractor must have a spill kit on site at all times with the appropriate type and amount of containment material for the materials on site.
- 1.45.8 The contractor is responsible for the actions of all subcontractors.
- 2.0 PRODUCTS NOT USED**
- 3.0 EXECUTION NOT USED**

